

CITY OF BEDFORD, OHIO
2014 BIDDING DOCUMENT
FOR
TREE LAWN AND LOT MAINTENANCE

BIDS DUE BY: MARCH 05, 2014

ADV: FEBRUARY 19, 2014
FEBRUARY 26, 2014

INVITATION FOR BIDS

Sealed bids will be received by the Manager of the City of Bedford, Ohio, at his office, 165 Center Road, Bedford, Ohio, until 12:00 Noon E.S.T. on the 5th day of March 2014 for the furnishing of:

TREE LAWN AND LOT MAINTENANCE

Each bid must contain the full name and address of every person or company interested in said proposal and be accompanied by a bid bond or a certified check in the sum of Two Hundred Fifty (\$250.00) Dollars to the satisfaction of the City Manager as a guarantee that if the bid is accepted a contract will be entered into and its performance properly secured.

Bids are to be submitted on the Bid Forms provided in the bidding documents and shall be enclosed in an opaque sealed envelope plainly marked TREELAWN AND LOT MAINTENANCE PROPOSAL and shall bear the name of the bidder.

Copies of the bidding documents will be on file for inspection and may be obtained at City Hall, 165 Center Road, Bedford, Ohio.

Should any bid be rejected such check will be forthwith returned to the bidder and should any bid be accepted such check will be returned to the bidder upon proper execution of the contract.

The right is reserved to reject any and all bids.

Michael Mallis
Acting City Manager
City of Bedford, Ohio

ADV: FEBRUARY 19, 2014
FEBRUARY 26, 2014

INSTRUCTIONS TO BIDDERS

1. SEALED BIDS

Sealed bids for Uniform Service will be received by the City Manager, 165 Center Road, Bedford, Ohio until 12:00 Noon E.S.T. on March 5th, 2014. Said bids shall be enclosed in an opaque sealed envelope marked **TREELAWN AND LOT MAINTENANCE PROPOSAL** and shall bear the name of the bidder.

2 Each proposal shall be made on the attached Bid Form which shall be signed with the full name and address of the proprietorship, partnership, or corporation submitting same. The bid of proprietorship shall be signed by the owner, a partnership by one of the general partners, a corporation by a duly authorized officer thereof stating his title. No bid may be withdrawn after delivery to the City Manager. Bidder may at his discretion, add other pertinent facts or data which he might deem desirable, but his bid must be on this BID FORM. No bid will be accepted if is detached from the package in which it is bound or if any of the accompanying papers are detached there from; the entire package must be unbroken and in good order when the bid is deposited.

3. DELIVERY OF BIDS

It is the responsibility of the Bidder to submit the bid at the office designated by the City for the opening bids prior to the time scheduled for bid opening.

If the bid envelope is enclosed in another envelope for the purpose of delivery, the exterior envelope shall be marked as containing a bid with the Project name, applicable contract and the date of the bid opening shown on the outer envelope.

No bid will be considered if it arrives after the time set for the bid opening, as determined by the employee or representative of the City designated to open the bids.

4. BID OPENING

Sealed bids will be received at the office designated in the Notice to Bidders until the time stated when all bids will be opened, read and the tabulations made public.

The public opening and reading of bids is for informational purposes only and is not to be construed as acceptance or rejection of any bid submitted.

The contents of the bid envelope shall be a public record and open for inspection, upon request, at any time after the bid opening.

5. BID EVALUATION CRITERIA

The city reserves the right to accept or reject any or all bids, in whole or in part, and reserves the right to reject any bid or bids and to award the Contract to any remaining Bidder the City determines to be the lowest responsive and responsible Bidder. The City reserves the right to accept or reject any or all Alternate, in whole or in part, and the right to reject any Alternate or Alternates and to accept any remaining Alternate or Alternates. Alternates may be accepted or rejected in any order.

The City may reject the bid of any Bidder who has engaged in collusive bidding as lacking in responsibility.

The City reserves the right to waive, or to allow any Bidder a reasonable opportunity to cure, a minor irregularity or technical deficiency in a bid, provided the irregularity or deficiency does not affect the bid amount or otherwise give the Bidder a competitive advantage. Noncompliance with any requirements of the Contract Documents may cause a bid to be rejected.

If the city rejects all bids and advertises for other bids, such advertisement will be for such time, in such form and in such newspapers as may be determined by the City in accordance with applicable law.

6. BID EVALUATION PROCEDURE

The Contract will be awarded to the lowest responsive and responsible Bidder as determined in the discretion of the City or all bids will be rejected in accordance with the following procedures.

In determining which Bidder is the lowest, the City shall consider the Base Bid and any Alternate of Alternates which the City determines to accept. Substitutions shall not be considered.

The total of bids for the accepted Alternate (s) shall be added to the Base Bid for the purpose of determining the lowest Bidder.

If two or more Bidders submit the same bid amount and are found to be responsive and responsible, the City reserves the right to select one Bidder by lot in the presence of all such bidders in such manner as the Authorized Representative shall determine, and such selection shall be final.

A bidder for a contract shall be considered responsive if the Bidder's bid responds to the Contract Documents in all material respects and contains no irregularities or deviations from the Contract Documents which would affect the amount of the bid or otherwise give the Bidder a competitive advantage.

A Bidder shall be rejected as non-responsive if the Bidder's bid contains a Bid Guaranty executed by a Surety not licensed on Ohio or a Bid Guaranty that is otherwise determined to be insufficient by the City.

If the lowest bidder is not responsive, such Bidder shall be notified in writing by certified mail of the finding and the reasons for finding.

In determining whether a Bidder is responsible, factors to be considered include, with limitation:

The experience of the Bidder.

The financial condition of the Bidder

The conduct and performance of the Bidder on previous contracts, which shall include, without limitation, compliance.

The facilities of the Bidder

The management skills of the Bidder.

The ability of the Bidder to execute the Contract properly.

The evaluation of a bid blow the median of other bids.

The City's Service Director shall obtain from the lowest responsive Bidder any information the Authorized Representative deems appropriate to the consideration of factors showing responsibility, including without limitation the following:

Overall experience of the Bidder, including number of years in business under present and former business names;

Complete listing of all ongoing and completed public and private construction contracts of the Bidder in the last three years, including the nature and value of each contract and a name, address, and phone number for a representative of the owner of each related project;

Complete listing of any EPA, OSHA or other regulating entity issues or citations in the last ten years;

Evidence of safety expertise;

Certified financial statement with trade and bank reference;

Description of relevant facilities of the Bidder;

Description of relevant equipment to be used the Bidder and evidence of ownership;

Description of management experience of the bidder's project manager(s) and superintendent(s);

To support a Contract Bond, a current and signed Certificate of Compliance required under Section 9.311, ORC, issued by the Department of Insurance, showing the Surety is licensed to do business in Ohio;

Current Ohio Workers' Compensation Certificates.

If the lowest responsive Bidder is responsible, the Contract shall be awarded to such Bidder unless all bids are rejected.

If the lowest responsive bidder is not responsible, and all bids are not rejected, the City shall proceed with each next lowest responsive Bidder until the Contract is awarded, all bids are rejected or all responsive Bidders are determined to be not responsible. The City's Service Director may obtain this information described from several Bidders simultaneously, but shall review each Bidder's information separately and not comparatively.

7. BID BOND OR CERTIFIED CHECK

Each Bidder shall furnish a bid bond in the sum of Two Hundred Fifty Dollars (\$250.00) or a certified check in a like amount as guarantee that if the bid is accepted, that a contract will be entered into and its performance properly secured.

8. CONTRACT

The contract period shall be one year from the date of signing the contract with the City of Bedford reserve the right to extend the beyond one year. Commencing on and ending on

9. PERFORMANCE BOND

Within ten (10) days after acceptance of the bid by the City, the contractor must furnish the City with a performance bond in the amount of \$2,500.00

10: WORK APPROVAL

In all instances where a bidder submits a bid including labor and/or services, the successful bidder shall furnish proof of Workmen's Compensation and furnish certificates of insurance indicating amounts in effect for Comprehensive Liability including protective, contractual and auto minimum limits of bodily injury \$100,000/person, \$300,000.00/occurrence and property damage, \$100,000.00 each accident

11. NON-COLLUSIN AFFIDAVIT

The Non-Collusion Affidavit, which is a part of the bidding document shall be properly executed and notarized.

12. PERSONAL PROPERTY TAX CERIFICATION FORM

The Personal Property Tax Certification, which is part of the bidding document shall be properly executed and notarized.

SPECIFICATIONS

1. Bidder will submit hourly rates for the cutting of various tree lawns and vacant lots, and per parcel rates for the city owned properties listed in this bid document. Cuttings will begin within 24 hours after notification from the city.
2. Grass on vacant lots, tree lawns, and city properties to be kept below six (6) inches and all debris of any sort shall be picked up and promptly disposed of.
3. All work shall be done in a neat and workmanlike manner, the contractor, shall, upon notice by the City Manager, promptly rectify any and all complaints.
4. The City reserves the right to increase or diminish the items as listed in the Bidding Document.
5. Equipment – A list of all pertinent equipment shall be provided with the contractor's bid. The contractor, at the Service Directors request, will provide for an inspection of equipment prior to bid acceptance, and be able to demonstrate ownership.
6. Work Experience – Contractor will provide a minimum of at least five (5) references specifically related to this bid.

PER HOUR RATE - TREELAWN AND LOT – These treelawns and lots will be cut twice monthly unless instructed differently by the Service Director. Private lots will be added and subtracted on a monthly basis.

Treelawns on Mapledale from Powers Road to Edgewood
Treelawns on Willis Street from Powers Road to RR Tracks both sides
Treelawn on east side of Willis St. from South Park to Taylor Chair
Treelawn on south side of Taylor from lift station to Willis.
Old Broadway – along guardrail north & south side
City lot from Paul Street to Union Street (Dip of Union Street)
Monroe Street overpass
Treelawn on Solon Road from Wellmon Street to Archer Road (including guardrails)
Treelawn on east side of Archer road from Solon to first home.
City lot on Center Road by culvert (south of Ellenwood)
Treelawns on Rockside Road from Center Rd. to Northfield Rd. (including island)
Treelawns in dip of Turney Road and guardrails both sides
Treelawn and surrounding area on Plametto Ext. east side
Treelawn (guardrail) on Rockside Road by bridge
Rockside Road welcome sign and treelawn (at Bartlett) and west to apartments.
Treelawns on Bartlett Road west side from Rockside to first home
Dead end of Caryl Drive
City alley from William to Henry

**CITY OF BEDFORD, OHIO
BID FORM**

Mark envelope TREE LAWN AND LOT MAINTENANCE PROPOSAL

To the City Manager:

The subscriber hereby proposes to furnish the following services, according to the provisions of the bidding documents, at and for the prices hereinafter named:

**Option One (O
One Person Crew)**

Item	Description	COST PER HOUR	COST PER HOUR
		(per laborer) FIRST YEAR	(per laborer) SECOND YEAR
1.	Laborer – Grass Cutting, and clean-up.	_____	_____
	Total Cost per Hour	_____	_____

Option Two (Two Person Crew)

Item	Description	COST PER HOUR	COST PER HOUR
		(per laborer) FIRST YEAR	(per laborer) SECOND YEAR
1.	Laborer – Grass Cutting,	_____	_____
2.	Laborer – Clean-up (weed eater/blower)	_____	_____
3.	Total Cost per Hour	_____	_____

Executed at _____ this _____ day of _____ 2014
City State

By _____ Title _____
Sign in ink Owner, partner, or corp. officer

Vendor Please Fill in Name _____

Address _____

City, State, Zip _____

Phone _____

NON-COLLUSION AFFIDAVIT

**THIS AFFIDAVIT IS TO BE FILLED IN AND EXECUTED BY THE QUOTER; IF THE BID IS
MADE BY A CORPORATION THEN, BY ITS CHIEF OFFICER.**

STATE OF _____)
SS

COUNTY OF _____)

BEING FIRST DULY SWORN, DEPOSES AND SAYS THAT _____

RESIDING AT _____ AND _____

RESIDING AT _____ AND _____

RESIDING AT _____ (IS) (ARE)

**THE ONLY PERSON (S) INTERESTED WITH (HIM) (THEM) IN THE DELIVERY OF THE
MATERIALS QUOTED UPON OR THE SERVICES PERFORMED UNDER THESE
SPECIFICATIONS; THAT THE SAID QUOTATION IS MADE WITHOUT ANY CONNECTION
OR COMMON INTEREST IN THE PROFITS WITH ANY OTHER PERSONS MAKING ANY
QUOTATION OR PROPOSAL FOR THE SAID WORK; THAT THE SAID CONTRACT IS ON
(HIS) (THEIR) PART IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD;
AND ALSO THAT NO HEAD OF ANY DEPARTMENT OR ANY EMPLOYEE THEREIN; OR A
ANY OFFICER OF THE CITY OF BEDFORD, OHIO IS DIRECTLY OR INDIRECTLY
INTERESTED THEREIN.**

(SIGN IN INK)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS _____ DAY OF _____ 2014.

NOTARIAL SEAL

NOTARY PUBLIC

INFORMATION SHEET

A. THE POINTS OF DIFFERENCE WHERE THE BID PROPOSAL DOES NOT COMPLY WITH THE SPECIFICATIONS ARE LISTED AS FOLLOWS:

B. LIST FIVE CONCERNS WHERE YOU PROVIDE THIS SERVICE

DELINQUENT PERSONAL PROPERTY STATEMENT

**THE QUOTER OF THE BID STATES THAT THE ENTITY IN WHICH THE REPRESENT
UNDER SECTION 5719.042 OF THE OHO REVISED CODE S NOT DELINQUENT WITH
RESPECT TO ANY PERSONAL PROPERTY TAXES.**

SIGNED: _____

ENTITY NAME: _____

WITNESSED: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

CONTRACT: _____